

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco

CA 94142-0603



SCOPE OF WORK PROVISION

FOR

CEMENT MASON

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE,
SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA
COUNTIES

MASTER LABOR AGREEMENT

between

SOUTHERN CALIFORNIA GENERAL CONTRACTORS

and

ELEVEN SOUTHERN CALIFORNIA COUNTIES CEMENT MASONS

This Agreement entered into this first day of July, 2000, by and between the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., and the Southern California Contractors Association, Inc., on behalf of their respective eligible members, hereinafter referred to as the CONTRACTORS; and the Eleven Southern California Counties Cement Masons; Cement Masons Local Unions: 500 and 600, hereinafter referred to as the UNION.

PURPOSE

The Contractors are engaged in construction work in Southern California and in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Contractors, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Contractors are assured continuity of operation and the employees of the Contractors are assured continuity of employment and industrial peace is maintained.

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers.

2000

-CM 1-

RECEIVED
Department of Industrial Relations

NOV 09 2000

Div. of Labor Statistics & Research
Chief's Office

102.3. Each individual Contractor whether corporate, or other legal entity, or its successor, shall be liable under, subject to and bound by the Agreement. It is agreed that the wages, hours and working conditions of this Agreement are the wages, hours and working conditions in the areas covered by this Agreement.

102.4 This Agreement is separate and distinct from and independent of all other Agreements entered into between the Union and other Contractor organizations irrespective of any similarity between this Agreement and any such other Agreements, and no acts or things done by the parties to such Agreements or notices given pursuant to the provisions hereof, shall change or modify this Agreement or in any manner affect the contractual relationships of the parties herein, except as otherwise provided in the Article covering existing and other Agreements.

102.5 This Agreement shall cover and apply to all Cement Masons work falling within the recognized jurisdiction of the Union signatory to this Agreement.

102.5.1 It shall cover work on building, heavy highway, and engineering construction, including the construction of, in whole or in part, or in improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles, and other facilities, including helicopters used in connection with the performance of the aforementioned work and services and including without limitation the following types or classes of work:

102.5.2 Cellular cement mason, chipping, patching, grinding, setting all concrete forms and perimeter forms, including catch basin structures and drain inlets, curb form and plank, setting of lines, stakes and grades; setting screeds, which includes screedpins; cutting, scoring and sawing new concrete, plugging, filling Shee-Bolt holes; dry packing concrete and EMBECO; Tending material hose on slabs, floors and decks; tending mixer-truck chute on slabs, floors and decks; bush hammering; patching and sacking, rodding, tamping, bid well and similar type rodding machines, bull floating.

New innovative materials, techniques, compounds, equipment and/or processes which require the skills of a Cement Mason Journeyman, or which supplement or supplant the existing work of the Cement Mason Journeyman, shall remain and continue to be the recognized work of the Cement Mason Journeyman.

102.5.3 Street and highway work, grading and paving, excavation of earth and rock, grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and conduit projects, water supply, water development, reclamation, irrigation, draining and flood control projects, water mains, pipe lines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, quarrying of breakwater or riprap stone, foundations, pile driving, piers, locks, river and harbor projects, breakwaters, jetties, dredging, tunnels, soil testing and building inspection.

102.5.4 The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including oil or gas refineries and incidental structures, solar energy installations and appurtenances thereto, also including any grading excavation, or similar operations which are incidental thereto, or the installation, operation, maintenance and repair of equipment, and other facilities used in connection with the performance of such building construction except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Article.

102.5.5 All work performed in the Contractor's warehouses, shops or yards which have been particularly provided or set up to handle work in connection with a job or project covered by the terms of this Agreement and all of the production or fabrication of materials by the Contractor for use on the project shall be subject to the terms and conditions of this Agreement.

102.6 Repairs necessitated by defects of material or workmanship or adjustments of newly purchased and/or installed equipment and machinery will not be subject to this Agreement where such repairs and/or adjustments are made by the manufacturer thereof or his agent or employees pursuant to the terms of a manufacturer's guarantee and the Union will not hamper such manufacturer or his agents or employees on such excepted work.

102.7 It is agreed that work covered by the Operative Plasterers Agreement is considered part of the work description covered by this Agreement, and, as such, is part of the bargaining unit work covered by this Agreement.

ARTICLE II

Union Recognition

201. The Contractor hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following class of employees; executives, civil engineers and their helpers, superintendents, assistant superintendents, master mechanics, time keepers, messenger boys, office workers or any employees of the Contractor above the rank of craft foreman. Employees and persons employed to perform work covered by this Agreement specifically include Craft Foreman.

2403.1 CLASSIFICATIONS

<u>CLASSIFICATIONS</u>	<u>08/01/00</u>	<u>07/01/01*</u>	<u>07/01/02*</u>
Cement Mason Journeyman, including but not restricted to the following: Cellular cement mason; chipping; patching, grinding; setting all concrete forms and perimeter forms, including catch basin structures and drain inlets, setting curb form and plank, setting of lines, stakes and grades; setting screeds, which includes screed pins; cutting, scoring and sawing new concrete, plugging, filling Shee-Bolt holes; dry packing concrete and EMBECO; tending material hose on slabs, floors and decks; tending mixer-truck chute on slabs, floors and decks; bush hammering; patching and sacking, rodding, tamping, bid well and similar type rodding machines, bull floating	\$21.81	\$1.05	\$1.00
Cement Mason (Magnesite, magnesite-terrazzo and mastic composition, Epoxy, Urethanes and Exotic coatings, Dex-0-Tex)	\$21.93		
Cement Mason Floating and Troweling Machine Operator	\$22.06		
Curb and Gutter Machine Operator	\$21.81		
Clary and Similar Type of Screed Operator (Cement Only)	\$21.81		
Grinding Machine Operator (all types)	\$21.81		
Jackson Vibratory, Texas Screed and Similar Type Screed Operator	\$21.81		
Scoring Machine Operator	\$21.81		

* Upon sixty (60) days written notice the allocation of all changes with respect to (1) Hourly Wage Rates, contributions to (2) Health & Welfare, (3) Pension and/or Individual Retirement Account, (4) Vacation-Holiday, (5) Apprenticeship, (6) Administrative Dues, (7) any combination thereof, is to be reviewed by labor and management jointly prior to final determination by the Union.

2404. Cement Masons on a swinging stage, Bosun Chair, or suspended scaffold, whether swinging or rigid, above or below ground, shall receive twenty-five cents (\$0.25) per hour over the applicable rate.